

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Archetype Consulting Inc., with a principal place of business in Boston, MA (the "Contractor") that the contract between them originally dated as of July 1, 2020, Contract # 39933 as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$7,586,530.00 to \$8,186,530.00, representing an increase of \$600,000.00.
- II. **Attachment B, Payment Provisions.** The Payment Provisions are hereby deleted in its entirety and replaced as set forth by Attachment B attached below:

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Sole Source Contract for Services. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
ARCHETYPE CONSULTING INC.

CONTRACT #39933

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AMENDMENT 1

This document consists of five (5) pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
ARCHETYPE CONSULTING, INC.

E-SIGNED by Sandi Hoffman
on 2021-06-29 12:10:45 GMT June 29, 2021

E-SIGNED by Jason Webster
on 2021-06-29 12:03:36 GMT June 29, 2021

SANDI HOFFMAN DATE
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Phone: 802-879-5901
Email: Sandi.Hoffman@vermont.gov

JASON WEBSTER, PRESIDENT DATE
PO Box 2250
Hanover, MA 02339
Phone: 617-967-2669
Email: JWebster@archetypeconsulting.com

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this Contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this Contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this Contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay and hours of work performed or fixed price amounts, Task references, and any other information or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract number for this Contract.
4. Invoices shall be submitted to the State at: AHS.DVHAInvoices@vermont.gov
5. EXPENSES: The fee for services shall be inclusive of Contractor expenses.
6. DDI Billing expenses will be paid in accordance with the State-approved Project Charter. The State will not reimburse the Contractor for any time spent developing a Project Charter.
7. Budget Table:

M&O Budget Table 7/1/2020-6/30/2021			
	Work Stream	Annual	Monthly
1	Business Operations Technical Support - Technical Support for Operational and Business Operations (M&O Task 5.1.1)	\$ 126,750.00	\$10,562.50
2	Managed Services – Data Warehouse and Nightly Load Monitoring/Stabilization (M&O Task 5.1.2)	\$ 380,250.00	\$31,687.50
3	IRS Form 1095A Reporting-related Tasks (M&O Task 5.1.3)	\$ 507,000.00	\$42,250.00
4	IRS Form 1095B Reporting-related Tasks (M&O Task 5.1.4)	\$ 380,250.00	\$31,687.50
5	CMS Policy-Based Payment Reporting (“CMS PBPR”) related Tasks (M&O Task 5.1.5)	\$ 633,750.00	\$52,812.50
6	Documentation (Deliverables outlined in Section 4.1.1)	\$ 149,760.00	\$12,480.00
Year One	Total M&O	\$ 2,177,760.00	
M&O Budget Table 7/1/2021-6/30/2022			

	Work Stream	Annual	Monthly
1	Business Operations Technical Support - Technical Support for Operational and Business Operations (M&O Task 5.1.1)	\$ 60,840.00	\$ 5,070.00
2	Managed Services – Data Warehouse and Nightly Load Monitoring/Stabilization (M&O Task 5.1.2)	\$ 253,500.00	\$21,125.00
3	IRS Form 1095A Reporting-related Tasks (M&O Task 5.1.3)	\$ 380,250.00	\$31,687.50
4	IRS Form 1095B Reporting-related Tasks (M&O Task 5.1.4)	\$ 253,500.00	\$21,125.00
5	CMS Policy-Based Payment Reporting (“CMS PBPR”) related Tasks (M&O Task 5.1.5)	\$ 507,000.00	\$42,250.00
6	Documentation (Deliverables outlined in Section 4.1.1)	\$ 74,880.00	\$ 6,240.00
Year Two	Total M&O	\$ 1,529,970.00	

M&O Budget Table 7/1/2022-6/30/2023			
	Work Stream	Annual	Monthly
1	Business Operations Technical Support - Technical Support for Operational and Business Operations (M&O Task 5.1.1)	\$ -	\$ -
2	Managed Services – Data Warehouse and Nightly Load Monitoring/Stabilization (M&O Task 5.1.2)	\$ 253,500.00	\$21,125.00
3	IRS Form 1095A Reporting-related Tasks (M&O Task 5.1.3)	\$ 380,250.00	\$31,687.50
4	IRS Form 1095B Reporting-related Tasks (M&O Task 5.1.4)	\$ 126,750.00	\$10,562.50
5	CMS Policy-Based Payment Reporting (“CMS PBPR”) related Tasks (M&O Task 5.1.5)	\$ 507,000.00	\$42,250.00
6	Documentation (Deliverables outlined in Section 4.1.1)	\$ 46,800.00	\$ 3,900.00
Year Three	Total M&O	\$ 1,314,300.00	

DDI Budget Table 7/1/2020 – 6/30/2023			
	Work Stream	Budget	Rate Per Hour
1	Design, Development, and Implementation (“DDI”) Tasks (DDI Task 5.2.1)	\$ 2,764,500.00	\$195.00
2	OFE Migration Support Contingency as outlined in section 5.2.2	\$ 400,000.00	\$195.00

Design, Development, and Implementation (“DDI”) Tasks (DDI Task 5.2.1) budget for each Contract year shall be merged across the term of the Contract to act as a pool of DDI funds billable at a rate of \$195.00 per hour. DDI funds shall include remaining funds from Year One carried over to Year Two through to the end of the Contract term.

Total Three-Year Budget	
Total M&O – July 1, 2020 - June 30, 2023	\$5,022,030.00
Total DDI – July 1, 2020 - June 30, 2023	\$3,164,500.00
Total Cost July 1, 2020 - June 30, 2023	\$8,186,530.00

8. Billing Assumptions:

- i. Contractor shall invoice a Monthly Fee for the term of the Contract for Lines 1-6 in year One and Two and Lines 2-6 in year three (excludes Task 1 for year three).
- ii. Contractor may invoice up to a maximum of 14,176 hours @ \$195 per hour from July 1, 2020, to June 30, 2023, for DDI activities against Task 5.2.1.